PCR 01-022

RECEIVED & INSPECTED

MAY 2 3 2003

FCC - MAILROOM

PBX and Key System Technical Support and Maintenance

prepared for

Memphis City Schools

January 9, 2002

IBM Global Services



Attachment 10

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1.0 Executive Summary

IBM Global Services is pleased to provide technical support and maintenance services to Memphis City Schools (MCS) for PBX and Key Systems telephone switches.

IBM will provide technical support for problem determination and repair of hardware and software failures associated with the installed PBX and Key Systems telephone switches. Problems associated with telephone handsets will be the responsibility of the MCS technical staff. Problems associated with the telecommunications carrier will be the responsibility of the carrier.

2.0 Statement of Work

This section defines the scope of service that will be provided by IBM under the terms and conditions of the IBM Customer Agreement (Agreement). The tasks to be performed by IBM are defined and an estimated schedule is provided. In addition, the responsibilities of Memphis City Schools (MCS) are listed.

Changes to this Statement of Work will be processed in accordance with the procedure described as "Project Change Control Procedure."

2.1 Project Scope

IBM will provide professional services for PBX and Key Systems Telephone Support for the period of July 1, 2002 through June 30, 2003. The scope of this project includes the following key elements:

- IBM will provide technical support for problem determination and problem source identification. Remedial repair activity will be performed on the hardware or software associated with the switch.
- Problems determined to be associated with the telecommunications carrier will turned over to the carrier for resolution.
- Problems determined to be associated with the telephone handsets will be turned over to the MCS technical staff for resolution.
- Moves, Adds and Changes (MACs) are not included but may be addressed by separate agreement.

2.2 Key Assumptions

This Statement of Work and IBM's estimates to perform the Statement of Work are based on the following key assumptions:

- 1. Work performed under this agreement will be primarily performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, except holidays, unless otherwise agreed to by MCS and IBM.
- 2. MCS will provide access to the building as needed to accommodate the on-site support activity.
- 3. Work will be performed at approximately 185 MCS sites in Memphis, Tennessee.
- 4. This PCR provides for technical labor only, all parts and supplies must be provided by MCS.
- 5. All calls must be placed to a centralized Call Center for initial screening. This PCR does not include the cost of the Call Center.
- 6. The success of this project will require the active participation of both MCS and IBM personnel. The appropriate MCS personnel will be available for consultation (i.e. interviews, review sessions, etc.) throughout the duration of the project.
- 7. Universal Services Funds Erate eligibility is indicated on this Statement of Work based upon a mutual understanding of eligible services by IBM and MCS.

2.3 IBM Responsibilities

2.3.1 PBX and Key System On-site Technical Support (Erate Eligible)

Task Description: The objective of this task is to provide on-site technical support for the PBX and Key Systems Telephone Switches installed in Memphis City Schools.

The following Subtasks will be performed:

- 1. IBM will respond to service requests from an MCS supplied Call Center for problems associated with PBX or Key Systems Telephone Switches.
- 2. A technical specialist will perform problem determination and problem source identification. The specialist will determine the failing hardware or software within the telephone switch and initiate follow-on activity to resolve the problem.
- 3. Problems determined to be related to the telephone handset will be routed back to the Call Center for resolution by the MCS technical staff.
- 4. Problems determined to be related to the telecommunications carrier will be routed back to the Call Center for resolution by the carrier.

Completion Criteria: This task is complete when the period of service coverage has been renewed or expired.

Deliverables:

IBM Statement of Work

Monthly problem report

2.4 MCS Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to IBM.

2.4.1 MCS Project Manager

Prior to the start of this Statement of Work under the Agreement, MCS will designate a person, called the MCS Project Manager, to whom all IBM communications will be addressed and who has the authority to act for MCS in all aspects of the contract.

The responsibilities of the MCS Project Manager include:

- 1. Ensuring the MCS Call Center provides initial call screening, tracking, and problem follow-up as required.
- 2. Serving as the interface between the IBM project team and all MCS departments participating in this project.
- 3. Administering Project Change Control, with the IBM Project Manager, in accordance with the Project Change Control Procedure.
- 4. Resolution of deviations from support plans which may be caused by MCS.
- 5. Performance of appropriate MCS responsibilities associated with E-rate procedures and guidelines.

2.4.2 Security, Laws, Regulations, and Statutes,

- 1. MCS is responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data.
- 2. MCS is responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect MCS application systems or programs which IBM will have access to during this project.
- 3. It is the responsibility of MCS to assure that the resulting systems and programs meet the requirements of those laws.

2.5 Deliverable Materials

Type I - None

Type II

Monthly Status Report

2.6 Completion Criteria

IBM shall have fulfilled its obligations under this Statement of Work when any one (1) of the following first occurs:

- IBM accomplishes the IBM tasks described in "IBM Responsibilities," including delivery to MCS of the materials listed in "Deliverable Materials".
- MCS or IBM terminates the Project in accordance with the provisions of the Agreement.

2.7 Project Change Control

The following provides a detailed process to follow if a change to this Statement of Work is required.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must
 describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. IBM will specify any charges for such investigation. If the investigation is authorized, the Project Managers will sign the PCR which will constitute approval for the investigation charges. IBM will invoice MCS for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement.
- A written Change Authorization and/or Project Change Request (PCR) must be signed by both parties
 to authorize implementation of the investigated changes.

2.8 Estimated Schedule

The estimated schedule is:

Estimated Start Date: July 01, 2002 Estimated End Date: June 30, 2003

2.9 Charges

* *

The price for performing the IBM tasks defined in the Statement of Work is:

MCS PBX & Key System Support

	Unit	Units	Total Monthly	Total Annually
Monthly Flat rate per site includes 1st Hour of each call	\$70	185	\$12,950	\$155,400
Hourly Over 1 hour	\$93	3 16	\$1,488	\$17,856
Hourly After Hours	\$140	в С	\$1,120	\$13,440
Emergency Call				
Flat	\$16	3 1	\$168	\$2,016
Hourly	\$140) 3		7-1-1-
Total			\$16,146	\$193,752

MCS will be invoiced monthly payable upon receipt.

This offer will expire on February 16, 2002.



3.0 IBM Change Authorization for Project Support Services

Each of us agrees to modify the referenced Statement of Work and any applicable terms as follows:

IBM will modify the existing agreement as described in the Scope of Services described in this document

IBM and Memphis City Schools mutually agree that final approval of this project may be subject to review by the Memphis City Schools Board of Education and the availability of Universal Services Funds(E-rate). If funding or approval is not committed, no products or services will be delivered and this Change Authorization is void. If partial funding is committed, the products and services will be adjusted based upon a mutually agreed scope of effort.

Charges:

\$193,752

We agree to incorporate the changes described in this PCR provided you accept this PCR on or before February 16, 2002 by signing in the space provided below.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Change Authorization, 2) the referenced Statement of Work, and 3) the IBM Customer Agreement or IBM Agreement for Services, as applicable (or any equivalent agreement signed by both of us).

Agreed to:

Memphis City Schools

Rv.

Authorized Signature

Name (type or print) Wancy Richia

Date:

751- -

Customer Number:

5683003

Customer Address:

2597 Avery Avenue

Memphis, TN 38112

Project Name or Identifier: Technology Business

Management Contract

Agreed to :International Business Machines
Corporation Armonk, New York 10504

M

Authorized Signature

Name (type or print)

יא נ

Date: 1 (5 - 0)
Reference Agreement Number: 5J2

5J21301

Reference Statement of Work number:

Change Authorization Number:

PCR 01-022

IBM Office Number: NFK

IBM Office Address: 6410 Poplar Ave. Suite 800

Memphis, TN 38119

7

IBM Statement of Work

PBX and Key System

PCR 01-022

Technical Support & Maintenance

PCR 01-023

MAY 2 3 2003
FCC-MAILROOM

Centrex Telephone System Support

prepared for

Memphis City Schools

January 14, 2002

IBM Global Services



Attachment 11

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1.0 Executive Summary

IBM Global Services is pleased to provide professional services to Memphis City Schools (MCS) for Centrex Telephone System Support

IBM will provide on-site technical support for problem determination and problem source identification. The IBM specialist will coordinate problem resolution activity with the Centrex Telephone System provider, XO Tennessee, Inc. The on-site specialist will coordinate and IBM will install additional telephone cabling required to add additional telephone lines.

2.0 Statement of Work

This section defines the scope of service that will be provided by IBM under the terms and conditions of the IBM Customer Agreement (Agreement). The tasks to be performed by IBM are defined and an estimated schedule is provided. In addition, the responsibilities of Memphis City Schools (MCS) are listed.

Changes to this Statement of Work will be processed in accordance with the procedure described as "Project Change Control Procedure."

The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, and/or other terms of the Agreement.

2.1 Key Assumptions

This Statement of Work and IBM's estimates to perform the Statement of Work are based on the following key assumptions:

- Work performed under this agreement will be primarily performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, except holidays, unless otherwise agreed to by MCS and IBM.
- 2. All repair related to telephone handsets will be the responsibility of MCS and is not include in this statement of work.
- 3. MCS will provide access to the building as needed to accommodate the on-site support activity.
- 4. Work will be performed at approximately 184 MCS sites in Memphis, Tennessee.
- 5. The success of this project will require the active participation of both MCS and IBM personnel. The appropriate MCS personnel will be available for consultation (i.e. interviews, review sessions, etc.) throughout the duration of the project.
- 6. Universal Services Funds Erate eligibility is indicated on this Statement of Work based upon a mutual understanding of eligible services by IBM and MCS.

2.2 IBM Responsibilities

2.2.1 Centrex On-site Technical Support (Erate Eligible)

Task Description: The objective of this task is to provide on-site technical support for the Centrex Telephone Service provided to each school by XO Tennessee, Inc.

The following Subtasks will be performed:

- 1. IBM will provide an on-site technical specialist for problem determination and problem source identification. This specialist will determine the failing area within the telephone system and initiate follow-on activity to resolve the problem.
- 2. The on-site specialist will initiate service requests to the Centrex service provider, XO Tennessee, Inc., for problems determined to be in the XO Centrex system. The specialist will provide problem information and coordinate technical efforts until resolution.
- 3. The On-site technical specialist will coordinate required additional telephone cabling for the Centrex Telephone System within the schools.
- 4. Per MCS specifications, IBM will install up to 400 feet of CAT5e or CAT6 plenum cable providing a new pathway and including conduit, boxes, and face plates for each new telephone line. Additional charges may be required if the telephone system networking environment is at capacity or other requirements are necessary at that site. The maximum number of cable installations is 184.

Completion Criteria: This task is complete when the period of service coverage has been renewed or expired.

Deliverables:

Monthly Status Report

2.3 MCS Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to IBM.

2.3.1 MCS Project Manager

Prior to the start of this Statement of Work under the Agreement, MCS will designate a person, called the MCS Project Manager, to whom all IBM communications will be addressed and who has the authority to act for MCS in all aspects of the contract.

The responsibilities of the MCS Project Manager include:

- 1. Addressing problems related to telephone handsets and ensuring appropriate resolution.
- 2. Serving as the interface between the IBM project team and all MCS departments participating in this project.



- 3. Administering Project Change Control, with the IBM Project Manager, in accordance with the Project Change Control Procedure.
- 4. Attendance at project status meetings.
- 5. Providing timely information, data, decisions, approvals, and resolve project issues within the MCS organization, as necessary.
- 6. Resolution of deviations from project plans which may be caused by MCS.
- 7. Providing appropriate personnel to support user related project tasks such as MCS systems administration, application support, end user requirements, and all MCS systems interfaces.
- 8. Performance of appropriate MCS responsibilities associated with E-rate procedures and guidelines.

2.3.2 Security, Laws, Regulations, and Statutes,

- 1. MCS is responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data.
- 2. MCS is responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect MCS application systems or programs which IBM will have access to during this project.
- 3. It is the responsibility of MCS to assure that the resulting systems and programs meet the requirements of those laws.

2.4 Deliverable Materials

Type I - None

Type II - Monthly Status Report

2.5 Completion Criteria

IBM shall have fulfilled its obligations under this Statement of Work when any one (1) of the following first occurs:

- IBM accomplishes the IBM tasks described in "IBM Responsibilities," including delivery to MCS of the materials listed in "Deliverable Materials".
- MCS or IBM terminates the Project in accordance with the provisions of the Agreement.

2.6 Project Change Control

The following provides a detailed process to follow if a change to this Statement of Work is required.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or
 reject it. IBM will specify any charges for such investigation. If the investigation is authorized, the
 Project Managers will sign the PCR which will constitute approval for the investigation charges.
 IBM will invoice MCS for any such charges. The investigation will determine the effect that the
 implementation of the PCR will have on price, schedule and other terms and conditions of the
 Agreement.
- A written Change Authorization and/or Project Change Request (PCR) must be signed by both parties to authorize implementation of the investigated changes.

2.7 Estimated Schedule

The estimated schedule is:

Estimated Start Date: July 01, 2002

Estimated End Date: June 30, 2003

2.8 Charges

The price for performing the IBM tasks defined in the Statement of Work is:

		Monthly Per Site	Annual Per Site	Annual 184 Sites
Centrex On-Site Technica				
	Erate Eligible	\$ 155	\$ 1,860	\$ 342,240
			1711 Julies	•

11 Jules

MCS will be invoiced monthly payable upon receipt.

This offer will expire on February 16, 2002.

3.0 IBM Change Authorization for Project Support Services

Each of us agrees to modify the referenced Statement of Work and any applicable terms as follows:

Centrex On-Site Technical Support

IBM and Memphis City Schools mutually agree that final approval of this project may be subject to review by the Memphis City Schools Board of Education and the availability of Universal Services Funds(E-rate). If funding or approval is not committed, no products or services will be delivered and this Change Authorization is void. If partial funding is committed, the products and services will be adjusted based upon a mutually agreed scope of effort.

Charges:

\$ 342,240

We agree to incorporate the changes described in this PCR provided you accept this PCR on or before February 16, 2002 by signing in the space provided below.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Change Authorization, 2) the referenced Statement of Work, and 3) the IBM Customer Agreement or IBM Agreement for Services, as applicable (or any equivalent agreement signed by both of us).

Agreed to:

Memphis City Schools

Authorized Signature

Nancy Richie Name (type or print)

Date:

Customer Number:

5683003

Customer Address:

2597 Avery Avenue

1/16/02

Memphis, TN 38112

Project Name or Identifier: Technology Business

Management Contract

Agreed to :International Business Machines Corporation Armonk, New York 10504

Authorized Signature

Name (type or print)

Date: (16-0)

Reference Agreement Number:

Reference Statement of Work number: CFTD7WG

Change Authorization Number:

PCR 01-023

IBM Office Number: NFK

IBM Office Address: 6410 Poplar Ave. Suite 800

Memphis, TN 38119



PCR 01-024 for the

Memphis City Schools Network Infrastructure Project: Network Enhancements

prepared for

Memphis City Schools

January 15, 2002

IBM Global Services





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EXECUTIVE SUMMARY

The Memphis City Schools (MCS) Network Infrastructure Project provides growth and enhancements to the MCS Network to meet the technology demands of a growing district.

The objective of this change order is to provide MCS with additional cabling and network components required to expand the network in existing schools and increase the availability of the existing ATM network in all schools.

IBM will procure and coordinate all vendor services required to install the additional network cabling and network components.

Completion of the Network Enhancement Cabling Project is planned for the period of July 1, 2002 through June 30, 2003.

1.0 Statement of Work

This section and all sections that follow in this document define the scope of service that will be provided by IBM under the terms and conditions of the IBM Customer Agreement (Agreement). The tasks to be performed by IBM are defined and an estimated schedule is provided. In addition, the responsibilities of Memphis City Schools (MCS) are listed in:

"Section 4.0 MCS Responsibilities"

The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, and/or other terms of the Agreement.

Changes to this Statement of Work will be processed in accordance with the procedure described in: "Section 8.0 Project Change Control Procedure".

2.0 Assumptions

- 2.1 IBM and its business partners will provide electrical installation services in existing schools.
- 2.2 Additional charges could be incurred due to specific architectural elements at some schools.
- 2.3 IBM assumes no responsibility for the detection, abatement, or removal of any asbestos materials in any effected schools. Memphis City Schools retains all responsibility for detection, abatement, or removal of any asbestos materials.
- 2.4 MCS will procure, install and provide a server configured as specified by APC to run the PowerChute Inventory Manager software.



3.0 IBM Responsibilities

3.1 Installation of a Cabling Infrastructure and UPS equipment

Task Description: The objective of this task is to provide MCS with additional cabling services in its existing schools. IBM will also provide procurement and installation services for UPS equipment in all MCS schools.

The following subtasks will be performed by IBM:

- 3.1.1 Provide an IBM Project Manager to serve as the interface between MCS and all IBM provided vendors and services utilized on this project.
- 3.1.2 Prepare and submit a schedule for MCS acceptance to install required cabling in all designated MCS locations.
- 3.1.3 Procure and coordinate all vendor services required to install the required cabling and designated network components in all designated MCS locations in accordance with the MCS provided specifications for each MCS location.
- 3.1.4 Procure and install APC AP9606 Network Feature Card in all UPS equipment in all IDF and MDF locations, as indicated in "Attachment A".
- 3.1.5 Procure and install APC PowerChute Inventory Manager at MCS Avery location, as indicated in "Attachment A".
- 3.1.6 Maintain the project schedule and conduct weekly project status meetings to communicate project status to all departments and individuals involved in the project.
- 3.1.7 Document and ensure resolution of project issues related to the products and services provided by IBM.
- 3.1.8 With the MCS Project Manager, administer Project Change Control in accordance with "Section 8.0 Project Change Control Procedure".
- 3.1.9 Perform appropriate responsibilities associated with E-rate procedures and guidelines.

Completion Criteria: This task is complete for each location upon the inspection and acceptance by MCS at each location that all specified components have been provided and installed in accordance with the specifications provided by MCS.

Deliverables:

- Status Reports and all updates included therein.
- Test results for all installed cabling at each MCS location.
- A copy of all required permits for each location.
- A copy of the P. E. Certified drawings for each location, if required by Code Enforcement, will be provided by IBM and it's business partners.
- A copy of BICSI certification for each individual installing Cat 6 cabling at each location.
- Completed MCS CEDR's



4.0 MCS Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by MCS.

4.1 MCS Project Manager

Prior to the start of this Statement of Work under the Agreement, MCS will designate a person, called the MCS Project Manager, to whom all IBM communications will be addressed and who has the authority to act for MCS in all aspects of the contract.

The responsibilities of the MCS Project Manager include:

- 4.1.1 Serve as the interface between the IBM project team and all MCS departments participating in this project.
- 4.1.2 With the IBM Project Manager, administer Project Change Control in accordance with "Section 8.0 Project Change Control Procedure."
- 4.1.3 Attend project status meetings.
- 4.1.4 Obtain and provide timely information, data, decisions and approvals.
- 4.1.5 Resolve deviations from project plans, which may be caused by MCS.
- 4.1.6 Help resolve project issues and escalate issues within the MCS organization, as necessary.
- 4.1.7 Perform appropriate responsibilities associated with E-rate procedures and guidelines.

4.2 Office Space and Other Facilities

MCS will:

- 4.2.1 Provide suitable office space, office supplies, furniture, telephone and other facilities equivalent to those provided to MCS project teams for the IBM Project Team while working on MCS premises.
- 4.2.2 Provide all necessary machine time, related services, and supplies required to support project tasks.

4.3 Specifications, Installations, Inspections and Change Control

MCS will:

- 4.3.1 Provide a list of all locations to be cabled.
- 4.3.2 Provide detailed specifications and a site plan for each location to be cabled.
- 4.3.3 Perform final inspection and upon acceptance of work performed at each location, sign a completion certificate for each location.
- 4.3.4 Provide detailed requirements for overall project specification changes should they occur and assist with the administration of "Section 8.0 Project Change Control Procedures".



5.0 Security, Laws, Regulations, and Statutes,

MCS is responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data.

MCS is responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect MCS application systems or programs which IBM will have access to during this project.

It is the responsibility of MCS to assure that the resulting systems and programs meet the requirements of those laws.

6.0 Deliverable Materials

The following items will be delivered to MCS under this Statement of Work.

Type I Materials
None

Type II Materials

- Weekly Status Report
- Test Results
- Permits
- Certified Drawings
- BICSI Certifications

7.0 Completion Criteria

IBM shall have fulfilled its obligations under this Statement of Work when any one (1) of the following first occurs:

- IBM accomplishes the IBM tasks described in "IBM Responsibilities," including delivery to MCS of the materials listed in "Deliverable Materials".
- MCS or IBM terminates the Project in accordance with the provisions of the Agreement.



8.0 Project Change Control Procedures

The following provides a detailed process to follow if a change to this Statement of Work (SOW) is required.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement. IBM will specify any charges for such PCR. If the PCR is authorized, the Project Managers will sign the PCR, which will constitute approval for the PCR charges. IBM will invoice MCS for any such charges.

A written Change Authorization must be signed by both parties to authorize implementation of the investigated changes.

9.0 Estimated Schedule

The estimated schedule is:

Estimated Start Date: July 01, 2002

Estimated End Date: June 30, 2003

10.0 Charges

E-Rate Eligible

\$5,845,078.00

Non E-Rate Eligible

\$ 4,828,523.00

Total Estimated Charges \$10,673,601.00

MCS will be invoiced monthly for the actual quantity of products and services provided within each monthly period.

Charges for the specific IBM products and services are listed in "Attachment A".

These invoices are payable upon receipt.

MCS will be invoiced for IBM products in accordance with the applicable Agreement Transaction Documents.

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11.0 IBM Change Authorization for Project Support Services

Each of us agrees to modify the referenced Statement of Work and any applicable terms as follows:

The objective of this change order is to provide MCS with additional cabling and network components required to expand the network in existing schools and increase the availability of the existing ATM network in all schools.

IBM will procure and coordinate all vendor services required to install the additional network cabling and network components.

Charges for the specific IBM products and services are listed in "Attachment A".

Estimated Total Charges:

\$10,673,601.00

IBM and Memphis City Schools mutually agree that final approval of this project is subject to the approval of the Memphis City Schools Board of Education and the availability of Universal Services Funds(E-rate). If funding or approval is not committed, no products or services will be delivered and this Change Authorization is void. If partial funding is committed, the levels of products and services will be adjusted accordingly.

We agree to provide the Services described in this Project Change Request/Authorization provided you accept this Project Change Request/Authorization, without modification, by signing in the space below on or before 03/08/2002.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Change Authorization, 2) the referenced Statement of Work, and 3) the IBM Customer Agreement or IBM Agreement for Services, as applicable (or any equivalent agreement signed by both of us).

By:

By:

Authorized Signature

Name (type or print)

Date:

Customer Number: 5683003

Customer Address: 2597 Avery Avenue

Memphis, TN 38112

Project Name or Identifier: Technology Business

Memphis City Schools

r: Technology Business

Management Contract

Agreed to :International Business Machines Corporation Armonk, New York 10504

/M - A

Authorized Signature
Name (type or print) MST (100)

Date: <u>しんしい</u> A Reference Agreement Number: 5J21301 Reference Statement of Work number:

Change Authorization Number: PCR 01-024

IBM Office Number: 005

IBM Office Address: 6410 Poplar Ave. Suite 800

Memphis, TN 38119

William Hagelon 1/16/02

Agreed to:

	\$760					0 54,714	0	2		0	2 8	\$ 2	2 0	0.00	Principle Principle Balance
	\$760					+	0	-			+	+	, .	§	AWKINS MILL ELEM
	\$760					-	+-	-	0	+		+	5	5	AVENAGE A BUILD HOL
	\$760	\$22,602				-	+-	-	0	+-	2 8	+	N3	\$ \$	WANT TON MIDDLE
	\$1.520	¥1,38					٥	-	a	+	+	+	<u> </u>	90,2	MANUTON HIGH SCHOOL
	\$750					-	0	2	0	-	 −	+-	 -	+	HAMELTON ELEMENTARY
	\$760	\$19,690				\dashv	0	1	0			+-	2	\$	CUTHRIE ELEMENTARY
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